

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

In re:

**GERARDO MUNIZ-MADERA;
ONELIA GALARZA-CINTRON**

CASE NO. 15-00112 (EAG)

Debtor(s)

Chapter 7

**ORIENTAL BANK, SERVICER FOR
FANNIE MAE**

Movant

INDEX

VS.

**GERARDO MUNIZ-MADERA;
ONELIA GALARZA-CINTRON
AND JOSE CARRION MORALES
CHAPTER 7 TRUSTEE**

☒ of acts against property under
§362(d)(1) "CAUSE"
☒ of acts against property under
§362(d)(2) "LACK OF EQUITY"

Respondents

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

COMES NOW **ORIENTAL BANK, SERVICER FOR FANNIE MAE** ("Oriental Bank"), through its undersigned counsel, and very respectfully alleges, states and prays:

1. Jurisdiction is granted by 28 U.S.C. §1344 and by 28 U.S.C. §157, and this is an action pursuant to 11 U.S.C. §362(d)(1).
2. On January 12, 2015, Debtors filed a petition for relief under Chapter 7 of the Bankruptcy Code.
3. Oriental Bank is the holder in due course of a Mortgage Note in the principal sum of \$73,500.00 bearing interest at 3.375% per annum, due on October 2025.
4. On April 14, 2015, Oriental Bank filed a secure claim, with proof of lien,

in the amount of \$57,568.78 for loan number 2754 with pre-petition arrears of \$695.00 encumbering Debtor's residence located at 13 BO. ALMACIGO BAJO, YAUCO, PR 00698.

5. Since the filing date, Debtor's account has accumulated post-petition arrears, including late charges and legal fees and costs totaling **\$3,212.00** as stated in the attached verified statement entitling this Honorable Court to grant Oriental Bank relief from the automatic stay, pursuant to 11 U.S.C. §362(d)(1).

6. Debtor's residence lacks equity and is not necessary to an effective reorganization.

7. Banco Popular is entitled to relief from the automatic stay, pursuant to 11 U.S.C. §362 (d)(1) Section 362(d) of the Bankruptcy Code, 11 U.S.C. §362(d), which provides:

(d) On request a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay -

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

(2) with respect to a stay of an act against property under subsection (1) of this section, if -

(A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization.”

8. As shown from the attached certification, Debtor(s) is/are not eligible for the protection of the Servicemen's Civil Relief Act of 2003.

WHEREFORE, it is respectfully requested that this Honorable Court enter an order granting Oriental Bank Relief from the Automatic Stay.

NOTICE

WITHIN FOURTEEN (14) DAYS FROM SERVICE OF THIS MOTION, ANY PARTY OBJECTING TO THE RELIEF SOUGHT HEREIN, SHALL SERVE AND FILE AN OBJECTION OR OTHER APPROPRIATE RESPONSE TO THIS MOTION WITH THE CLERK'S OFFICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO. IF NO OBJECTION OR OTHER RESPONSE IS FILED WITHIN THE TIME ALLOWED HEREIN, THE MOTION WILL BE DEEMED UNOPPOSED AND MAY BE GRANTED UNLESS: (1) THE REQUESTED RELIEF IS FORBIDDEN

BY LAW; (2) THE REQUEST RELIEF IS AGAINST PUBLIC POLICY; OR (3) IN THE OPINION OF THE COURT, THE INTEREST OF JUSTICE REQUIRES OTHERWISE.

WE HEREBY CERTIFY that a copy of the Motion Requesting Relief from the Automatic Stay was electronically filed by Movant, Oriental Bank using the CM/ECF System, which will send a notification to Standing Chapter 7 Trustee, and to the Debtor(s) attorney. In addition, a copy of the Motion Requesting Relief from the Automatic Stay was sent by Movant, Oriental Bank, to the Debtor(s) at the address of record.

In San Juan, Puerto Rico on the 15th day of February, 2018.

SARLAW LLC
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/S/ Sergio A. Ramírez de Arellano
USDC PR 126804

STATEMENT OF ACCOUNT					
DEBTOR:		GERALDO MUNIZ-MADERA		BPPR NUM:	XXXXXX2754
BANKRUPTCY NUM:		15-00112EAG		FILING DATE:	01/12/15
SECURED LIEN ON REAL PROPERTY					
Principal Balance as of 12/01/17					43,375.96
Accrued Interest from 11/01/17 to 02/28/18					469.26
Interest:	3.375%	Accrued num. of days:	117	Per Diem:	4.010791
Monthly payment to escrow					
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00
A&H	\$0.00	Life	\$0.00	Escrow Balance	\$0.00
Total montly escrow		\$0.00	Months in arrears	3	Escrow in arrears
					0.00
					0.00
Advances Under Loan Contract:					
Title Search	\$0.00	Tax Certificate	\$0.00	Inspection	\$10.00
Other					\$0.00
Legal Fees:					0.00
Total Estimate due as of 02/28/18					43,855.22
AMOUNT IN ARREARS					
PRE-PETITION AMOUNT:					
0 payments of \$727.00 each one					0.00
accumulated lated charges					0.00
Advances Under Loan Contract:					
Title Search	\$0.00	Tax Certificate	\$0.00	Inspection	\$10.00
Other					\$0.00
Legal Fees:					0.00
A = TOTAL PRE-PETITION AMOUNT					10.00
POST-PETITION AMMEDED:					
0 payments of \$0.00 each one					0.00
Late Charge					0.00
Post Petition Legal Fees					0.00
B = TOTAL POST-PETITION AMOUNT					0.00
POST-PETITION AMOUNT:					
3 payments of \$727.00 each one					2,181.00
Late Charge					0.00
Post Petition Legal Fees					1,031.00
C = TOTAL POST-PETITION AMOUNT					3,212.00
TOTAL AMOUNT IN ARREARS					3,222.00
OTHER INFORMATION					
Next pymt due 12/01/17		Interest rate 3.375% P & I		\$520.94 Monthly late charge \$0.00	
Investor BANCO POPULAR DE PUERTO RICO		Property address BO. ALMACIGO BAJO YAUCO, PR 00698			
<p>The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.</p> <p style="text-align: center;"><i>Elenis García Marcano</i></p>					
BANCO POPULAR DE PUERTO RICO				DATE	

NOTE
PAGARÉ

September 15, 2010

DATE

Fecha

Ponce

CITY

Ciudad

Puerto Rico

STATE/U.S. TERRITORY

Estado/Territorio U. S.

PROPERTY ADDRESS: Km 2.3 Carr 371 13 Bo Almacigo Bajo, Yauco, P.R. 00698

Dirección de la Propiedad: Km 2.3 Carr 371 13 Bo Almacigo Bajo, Yauco, P.R. 00698

1. **BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$73,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANCO BILBAO VIZCAYA ARGENTARIA PUERTO RICO. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

1. **PROMESA DEL DEUDOR DE PAGAR**

A cambio de un préstamo que he recibido, prometo pagar U.S. \$73,500.00 cantidad se llamará "Principal", más intereses a la orden del Prestador. El Prestador es BANCO BILBAO VIZCAYA ARGENTARIA PUERTO RICO. Haré todos los pagos bajo este Pagaré en efectivo, con cheque o giro.

Entiendo que el Prestador puede traspasar este Pagaré. Se llamará el "Tenedor del Pagaré" al Prestador y a cualquiera a quien se traspase este Pagaré y tenga derecho a recibir pagos bajo el mismo.

2. **INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.375%

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

2. **INTERESES**

Se cargarán intereses sobre el principal adeudado, hasta que se salde la suma total del Principal. Pagaré intereses a la tasa anual de 3.375%

La tasa de interés impuesta en esta Sección 2 es la tasa que pagaré tanto antes como después de cualquier incumplimiento descrito en la Sección 6(B) de este Pagaré.

3. **PAYMENTS**

(A) **Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the First (1st) day of each month, beginning on November 1st, 2010. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on October 1st, 2025 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make monthly payments at BANCO BILBAO VIZCAYA ARGENTARIA PUERTO RICO, or at a different place if required by the Note Holder.

3. **PAGOS**

(A) **Tiempo y Lugar de los Pagos**

Pagaré el principal y los intereses haciendo un pago cada mes.

Haré mis pagos mensuales el día primero (1^{ro}) de cada mes, comenzando el 1^{ro} de noviembre de 2010. Haré estos pagos cada mes hasta que haya pagado todo el principal y los intereses, y cualesquiera otros cargos aquí establecidos que pueda adeudar bajo este Pagaré. Cada pago mensual se aplicará conforme su fecha de vencimiento, y será aplicado a intereses antes que al Principal. Si a 1^{ro} de octubre de 2025 aún adeudo sumas bajo este Pagaré, pagaré dichas sumas en su totalidad en esa fecha, la cual se llamará "Fecha de Vencimiento".

Haré mis pagos mensuales en BANCO BILBAO VIZCAYA ARGENTARIA PUERTO RICO, o en un lugar distinto si lo requiere el Tenedor del Pagaré.

(B) **Amount of Monthly Payments**

My monthly payments will be in the amount of U.S. \$520.94

(B) **Cantidad de los Pagos Mensuales**

Mis pagos mensuales serán por la cantidad de U.S. \$520.94

4. **BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

4. **EL DERECHO DEL DEUDOR A PAGAR ANTICIPADO**

Tengo el derecho de hacer pagos al Principal en cualquier momento antes de que vengan. Un pago al Principal solamente se conoce como un "Pago Anticipado". Cuando haga un Pago Anticipado, le diré al Tenedor del Pagaré por

escrito que lo estoy haciendo. No puedo identificar un pago como Pago Anticipado si no estoy al día en mis pagos mensuales bajo el Pagaré.

Podré hacer un Pago Anticipado completo o Pagos Anticipados parciales sin pagar un cargo por Pago Anticipado. El Tenedor del Pagaré usará mis Pagos Anticipados para reducir el balance de Principal que adeude bajo este Pagaré. No obstante, el Tenedor del Pagaré podrá aplicar mi Pago Anticipado al pago de intereses acumulados vencidos antes de aplicar mi Pago Anticipado para reducir la suma Principal del Pagaré. Si hago un Pago Anticipado parcial, no habrá cambios en la fecha de vencimiento o en la cuantía de mi pago mensual, a menos que el Tenedor del Pagaré acuerde por escrito dichos cambios.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces the Principal, the reduction will be treated as a partial Prepayment.

5. CARGOS DEL PRÉSTAMO

Si una ley que aplique a este préstamo y que fije un máximo a los cargos impuestos es interpretada en forma final al efecto que los intereses u otros cargos cobrados o por ser cobrados a tenor con este préstamo excediesen los límites permitidos, entonces (a) cualquier tal cargo se ajustará por la cantidad necesaria para reducir el cargo al límite permitido; y (b) me será reembolsada cualquier suma ya pagada por mí que exceda los límites permitidos. El Tenedor del Pagaré podrá escoger entre aplicar este reembolso para reducir el Principal que adeude bajo este Pagaré, o hacerme un pago directo. Si un reembolso reduce el Principal, el reembolso se tratará como un Pago Anticipado parcial.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

6. INCUMPLIMIENTO DEL DEUDOR DE PAGAR SEGÚN REQUERIDO

(A) Cargos por Demora por Pagos Vencidos

Si el Tenedor del Pagaré no ha recibido la cantidad total de cualquier pago mensual pasados 15 días calendario de su fecha de vencimiento, le pagaré un cargo por demora. El cargo será 5.0000% del pago vencido de principal e intereses. Pagaré este cargo por demora prontamente, pero solamente una vez por cada pago tardío.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(B) Incumplimiento

Incurriré en incumplimiento si no pago la cantidad total de cada pago mensual a la fecha de su vencimiento.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least thirty (30) days after the date on which the notice is mailed to me or delivered by other means.

(C) Aviso de Incumplimiento

Si incurro en incumplimiento, el Tenedor del Pagaré podrá enviarme aviso escrito diciéndome que si no pago la cantidad vencida para cierta fecha, podrá requerirme saldo inmediato de la suma total del Principal que no ha sido pagado, más todos los intereses que adeude sobre esta suma. Esa fecha tiene que ser por lo menos treinta (30) días después de la fecha en que me sea enviado el aviso por correo, o entregado por cualquier otro medio.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) No Renuncia por el Tenedor del Pagaré

Aun cuando a la fecha en que incurro en incumplimiento el Tenedor del Pagaré no me requiera que pague la totalidad inmediatamente, según expresado anteriormente, el Tenedor del Pagaré tendrá derecho a hacerlo si vuelvo a incurrir en incumplimiento en un fecha posterior.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has notified me that I am required to pay immediately in full as described above, or the Note Holder seeks judicial collection or collection in a bankruptcy proceeding, the Note Holder shall be entitled to collect its costs and expenses to enforce this Note (including, but not limited to, attorneys' fees), which are fixed at the agreed and liquidated amount of ten percent (10%) of the original Principal amount.

(E) Pago de Costas y Gastos del Tenedor del Pagaré

Si el Tenedor del Pagaré me ha notificado que tengo la obligación de pagar la totalidad inmediatamente, según se establece anteriormente, o el Tenedor del Pagaré radica cobro judicial o cobro en un procedimiento de quiebra, el Tenedor del Pagaré tendrá derecho a cobrar sus costas y gastos para hacer valer este Pagaré (incluyendo, pero sin limitarse a, honorarios de abogado), los cuales se fijan en la suma pactada y líquida de diez por ciento (10%) de la suma Principal original.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

7. NOTIFICACIÓN

A menos que la ley aplicable requiera otro método, cualquier aviso que se me deba dar bajo este Pagaré se hará entregándome o enviándome por correo de primera clase, a la dirección de la Propiedad arriba indicada o a una dirección diferente, si le notifico por escrito una dirección diferente al Tenedor del Pagaré.

Cualquier notificación que deba dar al Tenedor del Pagaré, lo haré entregándola o enviándola por correo de primera clase a la dirección indicada en la Sección Tres (a) [3(a)], o a una dirección distinta que me haya notificado el Tenedor del Pagaré.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

8. OBLIGACIONES DE LAS PERSONAS BAJO ESTE PAGARÉ

Si más de una persona firma este Pagaré, cada persona queda plenamente y personalmente obligada a cumplir todas las obligaciones contenidas en este Pagaré, incluyendo la promesa de pagar la suma total adeudada. Cualquier persona que sea garantizadora, fiadora, o endosante de este Pagaré también queda obligada de esa manera. Cualquier persona que asuma estas obligaciones, incluyendo las obligaciones de un garantizador, fiador, o endosante de este Pagaré, quedará también obligada a cumplir todas las obligaciones contenida en este Pagaré. El Tenedor del Pagaré podrá hacer valer sus derechos bajo este Pagaré contra cada persona individualmente, o contra todos nosotros conjuntamente. Esto significa que cualquiera de nosotros podrá ser requerido a pagar todas las sumas adeudadas bajo este Pagaré.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons obligated to pay the Note that amounts due have not been paid.

9. RENUNCIAS

Yo y toda otra persona obligada bajo este Pagaré renunciemos a la Presentación y al Aviso de Incumplimiento. "Presentación" significa el derecho a requerir que el Tenedor del Pagaré reclame pago de sumas vencidas. "Aviso de Incumplimiento" significa el derecho a requerir que el Tenedor del Pagaré notifique a otras personas obligadas a pagar el Pagaré, que no se han pagado las sumas adeudadas.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18. "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

10. PAGARÉ GARANTIZADO UNIFORME

Este Pagaré es un instrumento uniforme con algunas alteraciones en algunas jurisdicciones. Además de las protecciones dadas al Tenedor del Pagaré bajo este Pagaré, una Hipoteca, Escritura de Fideicomiso, o Escritura de Garantía Colateral (la "Hipoteca"), de esta misma fecha, protege al Tenedor del Pagaré de posibles pérdidas que puedan resultar si no cumplo con las promesas que hago en este Pagaré. Esa Hipoteca describe cómo y bajo qué condiciones puedo ser requerido a pagar inmediatamente el total de todas las sumas que adeudo bajo este Pagaré. Algunas de esas condiciones se describen a continuación:

Traspaso de la Propiedad o de un Interés Beneficiario del Deudor. Según se utiliza en esta Sección 18, "Interés en la Propiedad" significa todo interés propietario o beneficiario en la Propiedad, incluyendo, pero sin limitarse a, aquellos intereses beneficiarios transferidos como paccio condicional de traspaso, contrato para venta, contrato de venta a plazos o acuerdo de plica, cuya intención sea el traspaso de título por el Deudor a un comprador en fecha futura.

Si sin el previo consentimiento del Prestador se vende o traspasa toda o cualquier parte de la Propiedad, o cualquier Interés en la Propiedad (o en caso que el Deudor no sea una persona natural se vende o traspasa un interés propietario en el Deudor), entonces el Prestador podrá requerir el pago completo e inmediato de todas las cantidades aseguradas por esta Hipoteca. Sin embargo, el Prestador no ejercerá esta opción en caso que la Ley Aplicable la prohíba.

Si el Prestador ejerce esta opción, le dará aviso al Deudor de la aceleración del vencimiento. Conforme a la Sección 15, el aviso proveerá un período no menor de treinta (30) días a partir de su fecha, dentro del cual el Deudor vendrá obligado a pagar todas las cantidades aseguradas por esta Hipoteca. Si el Deudor dejare de pagar estas cantidades antes del vencimiento de este período, el Prestador podrá invocar cualquier remedio permitido por esta Hipoteca, sin más aviso o requerimiento al Deudor.

11. SECURITY INSTRUMENT

Payment of the indebtedness evidenced by this Note is secured by a Security Instrument dated on even date herewith, constituted by deed number 315 of the undersigned Notary Public.

12. HIPOTECA

El pago de la deuda evidenciada por este Pagaré está garantizado por una Hipoteca de esta misma fecha, constituida mediante la escritura número 315 del Notario Público infrascrito.

IN WITNESS THEREOF, WE HEREBY ACKNOWLEDGE AND SIGN THIS PROMISSORY NOTE.

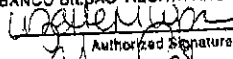
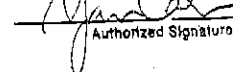
EN TESTIMONIO DE LO CUAL RECONOCEMOS Y SUSCRIBIMOS ESTE PAGARÉ.


GERALDO MUÑIZ MADERA

(Signature)
(Firma)
Borrower
Deudor

PAY TO THE ORDER OF:

WITHOUT RECOURSE
BANCO BILBAO VIZCAYA ARGENTARIA


Authorized Signature

Authorized Signature

LIZETTE LOPEZ
SECONDARY MARKET OFFICER
Yarisí Caló Ortiz
Vice President


ONELIA GALARZA CINTRON

(Signature)
(Firma)
Witness
Testigo

(Sign Original Only)
(Firmase el Original Solamente)

AFFIDAVIT NO.: 3506
Testimonio Núm.: 3506

---Reconocido y suscrito ante mí por GERALDO MUÑIZ MADERA Y ONELIA GALARZA CINTRON, ambos mayores de edad, casados entre sí, propietarios y vecinos de Yauco, Puerto Rico; a quienes Doy Fe de haber identificado según consta en la escritura antes mencionada.---

---En Ponce, Puerto Rico, hoy 15 de septiembre de 2010.---




NOTARIO PUBLICO

Dirección Registral:

Barrio Almácigo
Yauco, Puerto Rico 00698

FECHA: 23 DE ENERO DE 2015

CLIENTE: LCDO SERGIO RAMÍREZ DE ARELLANO
P/C JOSÉ VÁZQUEZ

CASO: GERALDO MUNIZ MADERA
ORIENTAL FNMA, 0600242754 (15-00112)

FINCA: 16695 INSCRITA AL FOLIO 100 DEL TOMO 505 DE YAUCO,
SECCIÓN II, REGISTRO DE LA PROPIEDAD DE PONCE.

DESCRIPCIÓN:

RÚSTICA: Parcela de terreno que radica en el Barrio Almacigo del término municipal de Yauco, Puerto Rico, con una cabida superficial de 3046.98 metros cuadrados. En lindes por el NORTE, con el camino municipal "El Rocio"; por el SUR, con la finca 2129 d Servidumbre a favor del Estado Libre Asociado De Puerto Rico Urbanización Quintas "El Rocio" propiedad de los hermanos Ramos; por el ESTE, con el solar número 14 del plano de inscripción y la finca de la cual se segrega;y por el OESTE, con el solar número 11 del plano de inscripción y la finca de la cuales e segrega.

TRACTO:

Es agrupación de la finca 10567, inscrita al folio 194 del tomo 289, y la finca 16697, ins112 del tomo 505, ambas de Yauco.

DOMINIO:

Inscrita a favor de **Geraldo Muñoz Madera y su esposa Onelia Galarza Cintrón**, quienes adquieren el dominio de esta propiedad por agrupación para sí, con valor de \$26,000.00, según consta de la escritura 44 otorgada en Guánica el 16 de diciembre de 2004 ante el notario Lind Orlando Merle Feliciano e inscrita al folio 100 del tomo 505 de Yauco, finca 16695, inscripción 1ª.

En virtud de las disposiciones de la Ley 195 del 13 de septiembre de 2011, Ley del Derecho a la protección del Hogar Principal y el Hogar Familiar, los titulares establecen esta finca como su hogar seguro, según consta de la escritura 6 sobre ACTA DE HOGAR SEGURO otorgada en yauco el 8 de mayo de 2013 ante el notario Noel Pacheco Franchelli e inscrita al folio 100 vuelto del tomo 505 de Yauco, finca 16695, inscripción 1ª Nota Marginal.

GRAVÁMENES:

Por su procedencia: Libre de Cargas.

Por sí:

HIPOTECA en garantía de pagaré a favor de Banco Bilbao Vizcaya Argentaria Puerto Rico, o a su orden, por la suma de \$73,500.00 con intereses al 3.375% anual y vencimiento 1 de octubre de 2025. Constituida por la Escritura 315 otorgada en Ponce el 15 de septiembre de 2010 ante el notario Gaddiel Morales Olivera e inscrita al folio 100 del tomo 505 de Yauco, finca 16695, inscripción 2ª.

Continúa...

REVISADOS:

Libros de Embargos Estatales, Embargos bajo Ley 12 del 20 de enero de 2010, Municipales, Federales, Sentencias y Bitácora (Sistema Electrónico y Ágora, de la cual no nos hacemos responsables por errores u omisiones en el mismo), bajo el número de finca 16695 de Yauco hasta el asiento 809 del diario 356 de Ponce II, hoy 23 de enero de 2015.

SGarcía/mv-g



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-5350
Birth Date:
Last Name: MUNIZ MADERA
First Name: GERARDO
Middle Name:
Status As Of: Feb-15-2018
Certificate ID: 6JB7B67C89LBHNG

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-9709
Birth Date:
Last Name: GALARZA CINTRON
First Name: ONELIA
Middle Name:
Status As Of: Feb-15-2018
Certificate ID: V9NDHMJWJRPKQVZ

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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